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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

13 | JACKSON BROWNE, an individual

Plaintiff,

VS.

16 JOHN MCCAIN, an individual; THE
17 REPUBLICAN NATIONAL
18 COMMITTEE, a non-profit political
organization; THE OHIO
REPUBLICAN PARTY; a non-profit
political organization

Defendants.

CASE NO. CV 08-05334 RGK (Ex)

DECLARATION OF JONATHAN NOYES IN SUPPORT OF THE CONSOLIDATED OPPOSITION OF PLAINTIFF TO SPECIAL MOTIONS TO STRIKE UNDER C.C.P. § 425.16 FILED BY DEFENDANTS; AND MOTION TO DISMISS PURSUANT TO FRCP 12(b)(2), (3) & (6); OR TRANSFER PURSUANT TO §§ 28 U.S.C. 1404(a) & 1406(a)

[Consolidated Opposition Of Plaintiff To Special Motions To Strike Under C.C.P. § 425.16 Filed By Defendants; Consolidated Opposition of Plaintiff To Motions to Dismiss Pursuant to FRCP 12(b)(6) Filed by Defendants; Opposition of Plaintiff To Motion to Dismiss Filed by Ohio Republican Party; Declaration of Donald Miller; Evidentiary Objections; and Notice of Lodging submitted concurrently herewith]

Hon. R. Gary Klausner
Date Filed: August 14, 2008

DECLARATION OF JONATHAN NOYES

I, Jonathon Noyes, declare as follows:

1. I am a paralegal at the law firm of Kinsella Weitzman Iser Kump & Aldisert LLP, attorneys of record for plaintiff Jackson Browne. I have personal knowledge of the facts set forth herein, which are known by me to be true and correct, and if called as a witness, I could and would competently testify thereto.

2. In approximately August 2008, I obtained a copy of the advertisement which is the subject of this litigation from www.huffingtonpost.com. At that time, the Huffington Post was streaming the advertisement along with an article discussing its content.

3. On January 6, 2009, I created an account on youtube.com which is a prerequisite to posting video content on the website. In order to create such an account, I was required to read YouTube's terms of service and acknowledge my agreement to these terms by clicking a box. I read YouTube's terms of service, including paragraph 14 (requiring all users of youtube.com to submit to the jurisdiction of California courts). Attached hereto as Exhibit A are true and correct images from youtube.com reflecting its requirement to acknowledge agreement to the terms of service, as well as the actual terms of service.

4. Attached hereto as Exhibit B is a true and correct copy of a biography of Jackson Browne that I obtained from www.wikipedia.com on January 6, 2009.

5. Attached hereto as Exhibit C is a true and correct copy of a screen image from www.youtube.com/watch?v=bHixxbvJnCM reflecting a video posted by the Ohio Republican Party (“ORP”) documenting a trip by ORP representatives to California (the “California Video”). Attached hereto as Exhibit D (manually filed) is a true and correct copy of the California Video.

6. On January 6, 2009, I searched www.youtube.com for video content posted by the ORP. Attached hereto as Exhibit E is a true and correct copy of screen images from www.youtube.com reflecting 138 videos posted by the ORP.

1 7. On January 6, 2009, I accessed the ORP's website at www.orp.org and
2 followed the links to Ohio GOP TV where the ORP maintains links to the video
3 content it posts on www.youtube.com. Attached hereto as Exhibit F is a true and
4 correct copy of a screen image from http://www.ohiogop.org/gop_tv.

5 8. Attached hereto as Exhibit G is a true and correct copy of an article
6 from the Cleveland Plain Dealer newspaper dated April 29, 2008, discussing the
7 organization "McCain Victory Ohio."

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

10 Executed January 6, 2009, at Santa Monica, California.

Jonathan Noyes

EXHIBIT A

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Join the largest worldwide video-sharing community!

Sign up now to get full access with your YouTube account:

- Comment, rate, and make video responses to your favorite videos
- Upload and share your videos with millions of other users
- Save your favorite videos to watch and share later
- Enter your videos into contests for fame and prizes

Already have an account?

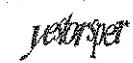


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Email Address: jnoyes@kwikalaw.com
Password:
Password strength: Good
Re-type Password:
Username: kwikalaw
Your username can only contain letters A-Z or numbers 0-9
Check Availability
Location: United States
Postal Code: 90401
Date of Birth: January 20 2009
Gender: Male Female

Gender: Male Female

Google Accounts Sign in with your Google Account!

Word Verification: 
Enter the text in the image
 Let others find my channel on YouTube if they have my email address
Terms of Use I agree to the Terms of Use and Privacy Policy
Privacy Policy
Uploading materials that you do not own is a copyright violation and against the law. If you upload material you do not own, your account will be deleted.
Create my account

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EXHIBIT A

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Terms of Use

1. Your Acceptance

A. By using and/or visiting this website (collectively, including all content and functionality available through the YouTube.com domain name, the "YouTube Website," or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) YouTube's privacy notice, found at <http://www.youtube.com/terms> and incorporated here by reference; and (3) YouTube's Community Guidelines, found at http://www.youtube.com/community_guidelines and also incorporated here by reference. If you do not agree to any of these terms, the YouTube privacy notice, or the Community Guidelines, please do not use the YouTube Website.

B. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <http://www.youtube.com/terms>. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. YouTube Website

A. These Terms of Service apply to all users of the YouTube Website, including users who are also contributors of video content, information, and other materials or services on the Website. The YouTube Website includes all aspects of YouTube, including but not limited to all products, software and services offered via the website such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.

B. The YouTube Website may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly release YouTube from any and all liability arising from your use of any third-party website.

C. Accordingly, we encourage you to be aware when you leave the YouTube Website and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

A. In order to access some features of the Website, you will have to create a YouTube account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.

B. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Website—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Website as set forth in these Terms of Service, provided that:

A. You agree not to distribute in any medium any part of the Website, including but not limited to User Submissions (defined below), without YouTube's prior written authorization.

B. You agree not to alter or modify any part of the Website, including but not limited to YouTube's Embeddable Player or any of its related technologies.

C. You agree not to access User Submissions (defined below) or YouTube Content through any technology or means other than the video playback pages of the Website itself, the YouTube Embeddable Player, or other explicitly authorized means YouTube may designate.

D. You agree not to use the Website, including the YouTube Embeddable Player for any commercial use, without the prior written authorization of YouTube. Prohibited commercial uses include any of the following actions taken without YouTube's express approval:

- sale of access to the Website or its related services (such as the Embeddable Player) on another website;
- use of the Website or its related services (such as the Embeddable Player), for the primary purpose of gaining advertising or subscription revenue;
- the sale of advertising, on the YouTube Website or any third-party website, targeted to the content of specific User Submissions or YouTube content;
- and any use of the Website or its related services (such as the Embeddable player) that YouTube finds, in its sole discretion, to use YouTube's resources or User Submissions with the effect of compelling with or displacing the market for YouTube, YouTube content, or its User Submissions. (For more information about prohibited commercial uses, see our FAQ.)

E. Prohibited commercial uses do not include:

E. Prohibited commercial uses do not include:

- uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
- using the Embeddable Player to show YouTube videos on an ad-enabled blog or website, provided the primary purpose of using the Embeddable Player is not to gain advertising revenue or compete with YouTube;
- any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, see our [FAQ](#).)

F. If you use the YouTube Embeddable Player on your website, you must include a prominent link back to the YouTube website on the pages containing the Embeddable Player and you may not modify, build upon, or block any portion of the Embeddable Player in any way.

G. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.

H. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Website, nor to use the communication systems provided by the Website (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Website with respect to their User Submissions.

I. In your use of the website, you will otherwise comply with the terms and conditions of these Terms of Service, YouTube Community Guidelines, and all applicable local, national, and international laws and regulations.

J. YouTube reserves the right to discontinue any aspect of the YouTube Website at any time.

5. Your Use of Content on the Site

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of content on the YouTube Website.

A. The content on the YouTube Website, except all User Submissions (as defined below), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like ("Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law. Content on the Website is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. YouTube reserves all rights not expressly granted in and to the Website and the Content.

B. You may access User Submissions solely:

- for your information and personal use;
- as intended through the normal functionality of the YouTube Service; and
- for Streaming.

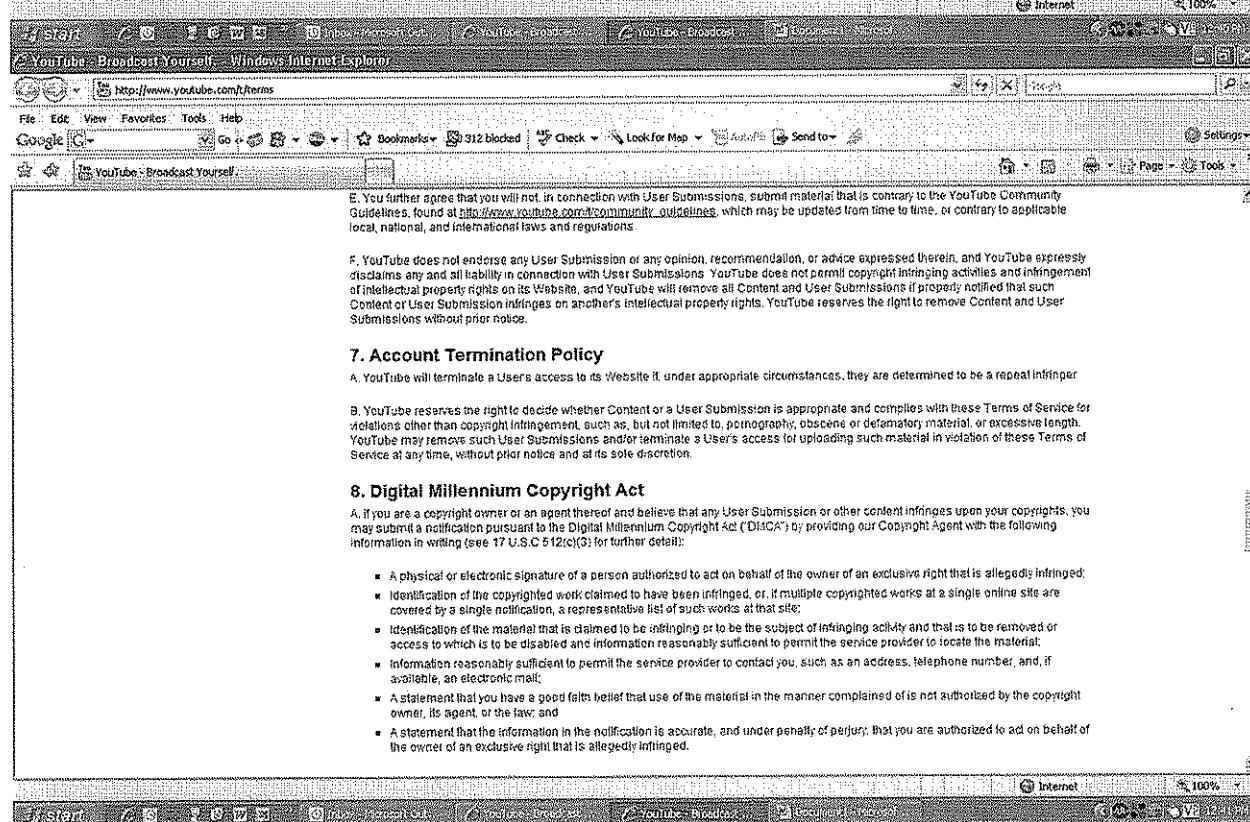
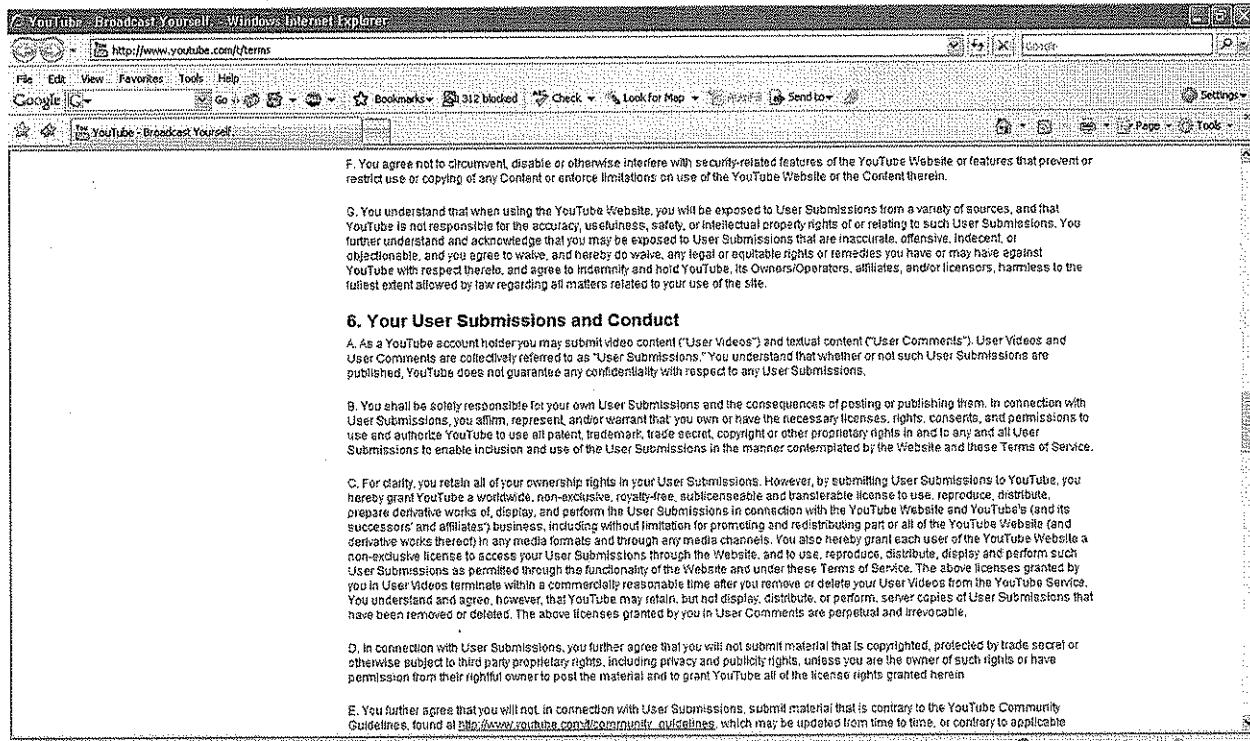
"Streaming" means a contemporaneous digital transmission of an audiovisual work via the Internet from the YouTube Service to a user's device in such a manner that the data is intended for real-time viewing and not intended to be copied, stored, permanently downloaded, or redistributed by the user. Accessing User Videos for any purpose or in any manner other than Streaming is expressly prohibited. User Videos are made available "as is."

C. User Comments are made available to you for your information and personal use solely as intended through the normal functionality of the YouTube Service. User Comments are made available "as is", and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, downloaded, or otherwise exploited in any manner not intended by the normal functionality of the YouTube Service or otherwise as prohibited under this Agreement.

D. You may access YouTube Content, User Submissions and other content only as permitted under this Agreement. YouTube reserves all rights not expressly granted in and to the YouTube Content and the YouTube Service.

E. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, including any use, copying, or distribution of User Submissions or third parties obtained through the Website for any commercial purposes.

F. You agree not to circumvent, disable or otherwise interfere with security-related features of the YouTube Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the YouTube Website or the Content therein.



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YouTube's designated Copyright Agent to receive notifications of claimed infringement is: Heather Gillette, 901 Cherry Ave., San Bruno, CA 94065; email: copyright@youtube.com, fax: 650-872-8512. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <http://www.google.com/support/youtube>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

B. Counter-Notice. If you believe that your User Submission that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your User Submission, you may send a counter-notice containing the following information to the Copyright Agent:

- * Your physical or electronic signature;
- * Identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- * A statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- * Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE YOUTUBE WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE YOUTUBE WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE YOUTUBE WEBSITE. WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR USER SUBMISSIONS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

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The Website is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the YouTube Website is appropriate or available for use in other locations. Those who access or use the YouTube Website from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

You agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the YouTube Website; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that one of your User Submissions caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the YouTube Website.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the YouTube Website is not intended for children under 13. If you are under 13 years of age, then please do not use the YouTube Website. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

You agree that: (i) the YouTube Website shall be deemed solely based in California; and (ii) the YouTube Website shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the YouTube Website shall be decided exclusively by a court of competent jurisdiction located in San Mateo County, California. These Terms of Service, together with the Privacy Notice at <http://www.youtube.com/privacy> and any other legal notices published by YouTube on the Website, shall constitute the entire agreement between you and YouTube concerning the YouTube Website. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the YouTube Website following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. **YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE YOUTUBE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.**

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YouTube Privacy Notice

Updated as of July 21, 2008

The Google Privacy Policy describes how Google and its subsidiaries treat personal information when you use Google services, including information provided when you use YouTube. In addition, the following describes privacy practices specific to YouTube. To understand how we treat the information you give us as you use YouTube, you should read this policy and the Google Privacy Policy.

Personal Information

- Non-Account Activity. You can watch videos on YouTube without having a YouTube Account or a Google Account. You can also contact us about a particular video without having a YouTube Account or a Google Account.
- Account-Related Activity. Certain other activities on YouTube—like uploading videos, posting comments, flagging videos, or watching restricted videos—require you to have a YouTube Account or a Google Account. We ask for some personal information when you create a YouTube Account or a Google Account, including your email address and a password, which is used to protect your account from unauthorized access. A Google Account allows you to access many of our services that require registration.
- Usage Information. We may record information about your usage, such as when you use YouTube, the channels, groups, and favorites you subscribe to, the contacts you communicate with, the videos you watch, and the frequency and size of data transfers, as well as information you display or click on in YouTube (including UI elements, settings, and other information). If you are logged in, we may associate that information with your account. We may use clear GIFs (a.k.a. "Web Beacons") in HTML-based emails sent to our users to track which emails are opened by recipients.
- Content Uploaded to Site. Any personal information or video content that you voluntarily disclose online (on discussion boards, in messages and chat areas, within your playback or profile pages, etc.) becomes publicly available and can be collected and used by others.

Uses

- If you submit personally identifiable information to us through the YouTube Sites, we use your personal information to operate, maintain, and provide to you the general and personalized features and functionality of the YouTube Sites, and to process any flagging activity or correspondence you send to us.
- Your account name (not your email address) is displayed to other Users when you upload videos or send messages through the YouTube Sites and other Users can contact you through messages and comments. Any videos that you submit to the YouTube Sites may be redistributed through the Internet and other media channels, and may be viewed by the general public. If you have enabled Active Sharing, other users may see that you, as identified by your account name (not your email address), are watching the same video.
- We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major YouTube Site changes or for customer service purposes).
- We use both your personally identifiable information and certain non-personally-identifiable information (such as anonymous user usage data, cookies, IP addresses, browser type, clickstream data, etc.) to improve the quality and design of the YouTube Sites and to create new features, promotions, functionality, and services by storing, tracking, analyzing, and processing user preferences and trends, as well as user activity and communications.
- We use cookies, clear gifs, and log file information to: (a) store information so that you will not have to re-enter it during your visit or the next time you visit the YouTube Sites; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) track your entries, submissions, and status in promotions, sweepstakes, and contests. If you download the YouTube Uploader, your copy of the Uploader includes a unique application number. The unique application number and information about your installation of the Uploader (e.g. version number, language) will be sent to YouTube when the Uploader automatically checks for updates.

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- If you submit personally identifiable information to us through the YouTube Sites, we use your personal information to operate, maintain, and provide to you the general and personalized features and functionality of the YouTube Sites, and to process any flagging activity or correspondence you send to us.
- Your account name (not your email address) is displayed to other Users when you upload videos or send messages through the YouTube Sites and other Users can contact you through messages and comments. Any videos that you submit to the YouTube Sites may be redistributed through the Internet and other media channels, and may be viewed by the general public. If you have enabled Active Sharing, other users may see that you, as identified by your account name (not your email address), are watching the same video.
- We do not use your email address or other personally identifiable information to send commercial or marketing messages without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. We may, however, use your email address without further consent for non-marketing or administrative purposes (such as notifying you of major YouTube Site changes or for customer service purposes).
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- We use cookies, clear gifs, and log file information to: (a) store information so that you will not have to re-enter it during your visit or the next time you visit the YouTube Sites; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our marketing campaigns; (d) monitor aggregate metrics such as total number of visitors, pages viewed, etc.; and (e) track your entries, submissions, and status in promotions, sweepstakes, and contests. If you download the YouTube Uploader, your copy of the Uploader includes a unique application number. The unique application number and information about your installation of the Uploader (e.g. version number, language) will be sent to YouTube when the Uploader automatically checks for updates.

Information That is Publicly Available

- When you create an account on the site, some information about your account and your account activity will be provided to other Users of the site. This may include the date you opened your account, the date you last logged into your account, your age (if you choose to make it public), the country and the number of videos you have watched.
- Your account name (not your email address) is displayed to other Users when you engage in certain activity on the site, such as you upload videos or send messages through the YouTube Sites. Other Users can contact you through messages and comments.
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- If you choose to add certain features to your channel page, then these features and your activity associated with these features will be displayed to other Users and may be aggregated and shared with your confirmed friends or other Users. Such shared activity may include what videos you favorite, what videos you rated and what videos you have uploaded.
- Any videos that you submit to the YouTube Sites may be redistributed through the Internet and other media channels, and may be viewed by the general public.

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- If you choose to add certain features to your channel page, then these features and your activity associated with those features will be displayed to other Users and may be aggregated and shared with your confirmed friends or other Users. Such shared activity may include what videos you favorite, what videos you rated and what videos you have uploaded.
- Any videos that you submit to the YouTube Sites may be redistributed through the Internet and other media channels, and may be viewed by the general public. If you have enabled Active Sharing, other users may see that you, as identified by your account name (incl your email address), are watching the same video.

Your Choices

- You may, of course, decline to submit personally identifiable information through the YouTube Sites, in which case you can still view videos and explore the YouTube Sites, but YouTube may not be able to provide certain services to you. Some advanced YouTube features may, for authentication purposes, require you to sign up for other Google services like Google Checkout or AdSense. The privacy notices of those services govern the use of your personal information associated with them.
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Third-party Advertisers, Links to Other Sites

YouTube allows other companies, called third-party ad servers or ad networks, to serve advertisements within the YouTube Sites. These third-party ad servers or ad networks use technology to send, directly to your browser, the advertisements and links that appear on the YouTube Sites. They automatically receive your IP address when this happens. They may also use other technologies (such as cookies, JavaScript or Web Beacons) to measure the effectiveness of their advertisements and to personalize the advertising content you see.

YouTube does not provide any personally identifiable information to these third-party ad servers or ad networks without your consent or except as part of a specific program or feature for which you will have the ability to opt-in or opt-out. However, please note that if an advertiser asks you to show an advertisement to a certain audience (for example, men ages 18-34) or audience segment (for example, men ages 18-24 who have viewed certain channels of content) and you respond to that advertisement, the advertiser or ad-server may conclude that you fit the description of the audience they are trying to reach. The advertiser may also use information regarding your use of the YouTube Sites, such as the number of times you viewed an ad (but not any personally identifiable information), to determine which ads to deliver to you.

You should consult the respective privacy policies of these third-party ad servers or ad networks (see links below) for more information on their practices and for instructions on how to opt-out of certain practices. YouTube's privacy policy does not apply to, and we cannot control the activities of, such other advertisers or web sites. Any data obtained by third-party ad servers subsequently shared with YouTube is maintained and dealt with by YouTube in accordance with this privacy policy.

A screenshot of a Microsoft Internet Explorer browser window. The title bar reads "YouTube - Broadcast Yourself! - Windows Internet Explorer". The address bar shows the URL "http://www.youtube.com/t/privacy". The main content area displays a privacy notice from YouTube. It states: "You should consult the respective privacy policies of these third-party ad servers or ad networks (see links below) for more information on their practices and for instructions on how to opt-out of certain practices. YouTube's privacy policy does not apply to, and we cannot control the activities of, such other advertisers or web sites. Any data obtained by third-party ad servers subsequently shared with YouTube is maintained and dealt with by YouTube in accordance with this privacy policy." Below this, it says: "The current list of third-party ad servers or ad networks YouTube has a relationship with is available here: https://www.google.com/adSense/support/bin/answer.py?answer=94148". A section titled "More Information" follows, with text about Google's adherence to Safe Harbor principles and links to Google Help and privacy policies. At the bottom, there is contact information for YouTube Privacy, including an address: "901 Cherry Ave. San Bruno, CA 94066 USA".

A screenshot of a web browser displaying the YouTube homepage. The search bar at the top contains the query "YouTube Symphony Orchestra". Below the search bar, there is a large thumbnail for a video titled "YouTube Symphony Orchestra - Live from the Royal Albert Hall". To the right of the thumbnail, there is a "Play" button icon. The page features a grid of video thumbnails, each with a title and a small thumbnail image. At the bottom of the page, there is a navigation bar with links like "Home", "Search", "Videos", "Playlists", "Channels", "Groups", "Live", and "Help".

EXHIBIT B

Jackson Browne

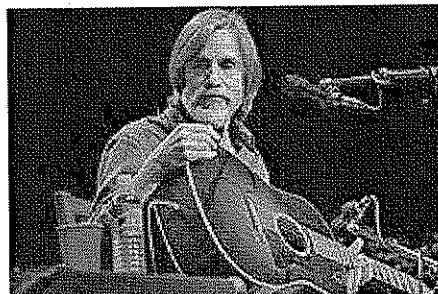
From Wikipedia, the free encyclopedia

Clyde Jackson Browne (born October 9, 1948) is an American rock singer-songwriter and musician. His introspective lyrics made him prominent in the Southern California confessional singer-songwriter movement of the late 1960s and early 1970s. In 2004, Browne was inducted into the Rock and Roll Hall of Fame by fellow American musical artist and good friend, Bruce Springsteen. In the same year, Browne received an honorary Doctorate of Music from Los Angeles' Occidental College for "a remarkable musical career that has successfully combined an intensely personal artistry with a broader vision of social change and justice".^[1]

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Jackson Browne



Jackson Browne in concert, March 2008

Background information

Birth name	Clyde Jackson Browne
Born	October 9, 1948 Heidelberg, Germany
Genre(s)	Rock, pop rock, folk rock
Occupation(s)	Singer-songwriter, musician
Instrument(s)	Vocals, guitar, piano
Years active	1966—present
Label(s)	Elektra Records Adrenaline Music Group Inside Recordings Asylum Records
Associated acts	Warren Zevon, David Lindley, Waddy Wachtel, Bonnie Raitt, Clarence Clemons, David Crosby, Graham Nash, The Eagles, and Linda Ronstadt
Website	jacksonbrowne.com

Biography

Early life and songwriter for others

Browne was born in Heidelberg, Germany, where his father, an American serviceman, was stationed. (He shares his birthday with musicians John Lennon of The Beatles and John Entwistle of The Who.)

Browne's mother, Beatrice Amanda (née Dahl), was a Minnesota native of Norwegian ancestry.^[2] Browne has three siblings: Roberta "Berbie" Browne who was born in 1946 in Nuremberg, Germany and Edward Severin Browne who was born in 1949 in Frankfurt, Germany. His younger sister, Gracie Browne, was born a number of years later.^[2] Browne moved to the Highland Park district of Los Angeles, California, at the age of 3 and in his teens began singing folk music in local venues. In 1966, he joined the Nitty Gritty Dirt Band. He had attended Sunny Hills High School in Fullerton, California.

A precociously gifted songwriter, Browne signed a publishing contract with Nina Music, and his songs were performed by Joan Baez, Tom Rush, the Eagles, Linda Ronstadt, the Byrds and Steve Noonan, among others. After moving to Greenwich Village, New York, Browne was briefly in Tim Buckley's back-up band. He also worked on Nico's *Chelsea Girl*, playing guitar on Nico's version of Browne's classic song "These Days". After leaving New York City, Browne formed a folk band with Ned Doheny and Jack Wilce. After leaving New York, Browne settled in Southern California.

Classic personal period

In 1971, Browne signed with Asylum Records and released *Jackson Browne* (1972), which included the piano-driven "Doctor My Eyes", a Top 10 hit in the US singles chart. "Rock Me on the Water", from the same album, also gained considerable radio airplay, while "Jamaica Say You Will" and "Song for Adam" helped establish Browne's reputation as a versatile and original writer with a deep thinking, sometimes downbeat, but always romantic flair. During this period, he also toured with Linda Ronstadt.

His next album, *For Everyman* (1973) — while considered of high quality — was less successful than his debut album, although it still sold a million copies. The upbeat "Take It Easy," co-written with The Eagles' Glenn Frey, had already been a big hit for that group, while "These Days" (actually written by Browne and first recorded by Nico in 1967) captured the essence of Browne's youthful, morose angst. The title track, meanwhile, was the first of Browne's studies of personal exploration, soul-searching, and despair set against the backdrop of a decaying society.

Late for the Sky (1974) consolidated Browne's following, with some fans drawn in purely by the record's intriguing, Magritte-inspired cover. Highlights included the searching, heartbreakng title song, the elegiac "For a Dancer" and the apocalyptic "Before the Deluge". The arrangements featured the evocative violin and guitar of David Lindley, Jai Winding's outstanding piano, and the stellar harmonies of Doug Haywood. The title track was also featured in Martin Scorsese's film *Taxi Driver*. Around this time, Browne began his fractious but lifelong professional relationship with singer/songwriter Warren Zevon, mentoring Zevon's first two Asylum albums through the studio as a producer after browbeating Asylum head David Geffen into giving Zevon a recording contract.

Browne's disaffected, wondering character struck out even more starkly in his next album, *The Pretender*, which is arguably his darkest and yet musically and lyrically his brightest. It was released in 1976, after the suicide of his first wife, Phyllis Major. The album features stronger production by Jon Landau and a mixture of styles, ranging from the Mariachi-inspired peppiness of "Linda Paloma" to the country-driven "Your Bright Baby Blues" to the near-hopeless sadness and surrender of "Sleep's Dark and Silent Gate". The title track "The Pretender" is Browne's *magnum opus*, a vivid account of romanticism losing the battle with the realities of day-to-day life. "Here Come Those Tears Again" was cowritten with Nancy Farnsworth, the mother of Browne's wife, after the untimely death of her daughter.

By then, Browne's work had gained a reputation for its compelling melodies, clear, honest, and insightful lyrics, and a flair for composition rarely seen in the world of rock and roll. He was often referred to as "a thinking man's rock star."

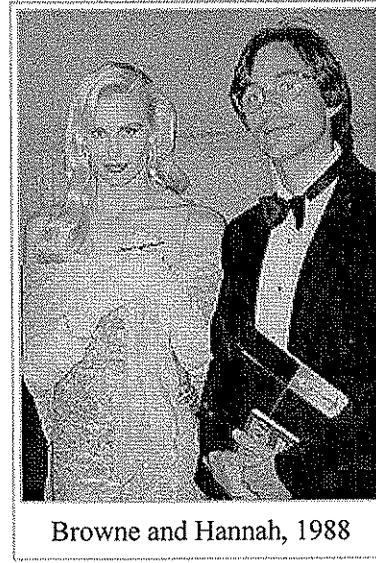
Browne began recording his next LP while on tour, and *Running on Empty* (1977) became his biggest commercial success. Breaking the usual conventions for a live album, Browne used all new material and combined live concert performances with recordings made on buses, in hotel rooms, and back stage, creating the audio equivalent of a road movie. *Running on Empty* contains many renowned songs, such as

the propulsive title track, "Running on Empty", "The Road" (written and recorded in 1972 by Danny O'Keefe), "Rosie", and "The Load-Out/Stay" (Browne's affectionate and knowing send-off to his concert audiences and roadies).

Personal life

Browne has been married twice and has two children. His first wife was actress/model Phyllis Major (1946-1976). The two began their relationship around 1971, as was artistically memorialized in the song "Ready or Not". Their son, Ethan Zane, was born in 1973. Major and Browne married in late 1975. He was devastated when she committed suicide by taking an overdose of sleeping pills just a few months later, in March of 1976, at the age of 30.

Browne was married in January 1981 to Australian model, Lynne Sweeney with whom he had a second son, Ryan Daniel, born in 1982. Browne and Sweeney were divorced in 1983, when he became involved with actress Daryl Hannah. He was in a relationship with Daryl Hannah from 1983 through 1992. He has been in a relationship with artist Dianna Cohen since the mid '90s.



Browne and Hannah, 1988

Turning political

Shortly after the Three Mile Island nuclear accident in March 1979, Browne joined with several musician-friends to found the anti-nuclear organization, Musicians United for Safe Energy. His next album, *Hold Out* (1980), was commercially successful — his only number 1 record on the U.S. pop albums chart. The following year he released the single "Somebody's Baby" from the *Fast Times at Ridgemont High* soundtrack, which became his biggest hit, peaking at #7 on the Billboard Hot 100. The 1983 *Lawyers in Love* followed, signaling a discernible change from the personal to the political in his lyrics.

Political protest came to the fore in Browne's music in the 1986 album, *Lives in the Balance*, an explicit condemnation of Reaganism and U.S. policy in Central America. Flavored with new instrumental textures, it was a huge success with Browne fans, though not with mainstream audiences. The title track, "Lives in the Balance", with its Andean pan pipes — and lines like, "There's a shadow on the faces / Of the men who fan the flames / Of the wars that are fought in places / Where we can't even say the names" — was a *cri de coeur* against U.S.-backed wars in Nicaragua, El Salvador, and Guatemala. The song was used at several points in the award-winning 1987 PBS documentary, *The Secret Government: The Constitution in Crisis*, by journalist Bill Moyers, and was part of the soundtrack of *Stone's War*, a 1986 *Miami Vice* episode focusing on American involvement in Central America.

During the 1980s, Browne frequently performed at benefit concerts for causes he believed in, including Farm Aid; Amnesty International (making several appearances on the 1986 A Conspiracy of Hope Tour); post-Somoza, revolutionary Nicaragua; and the Christic Institute. The album, *World in Motion*, released in 1989 contains a remarkable cover of Steve Van Zandt's "I am a Patriot," a song which he has performed at numerous concerts.

In 1995 he performed in *The Wizard of Oz in Concert: Dreams Come True* a musical performance of the

popular story at Lincoln Center to benefit the Children's Defense Fund. The performance was originally broadcast on Turner Network Television (TNT), and issued on CD and video in 1996.

Living off the grid and environmental activism

According to eco-series, Ed Begley, Jr., "He's got this big wind turbine, and his ranch is completely off the [power] grid," Begley said. "He's done all of it himself."^{[3][4][5]}

Recent years

Four years after his previous album, Browne returned with *I'm Alive*, a critically acclaimed album with a more personal perspective that had no hits but still sold respectably — indeed, the ninth track from the album, *Sky Blue and Black*, was used during the pilot episode of the situation comedy *Friends*. He also sang a duet with Jann Arden, "Unloved", on her 1995 album *Living Under June*. Browne's *Looking East* (1996) was released soon after, but was not as successful commercially. *The Naked Ride Home* was released in 2002.

Browne was inducted into the Rock and Roll Hall of Fame in 2004. In his induction speech,^[6] Bruce Springsteen noted that while the Eagles got to the Hall first, "You [Browne] wrote the songs they wished they had written". The previous year, three of Browne's albums — *For Everyman*, *Late for the Sky*, and *The Pretender* — had been selected by *Rolling Stone* magazine as among its choices for the 500 best albums of all time.

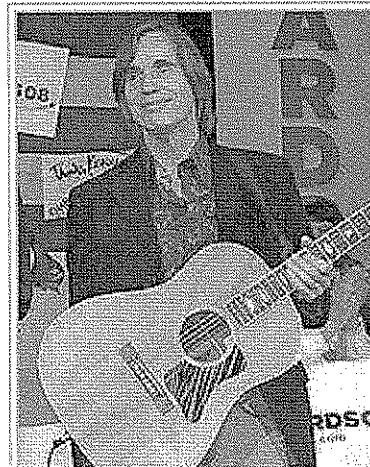
Browne appeared in several rallies for presidential candidate Ralph Nader in 2000, singing "I Am A Patriot" and other songs. He participated in the Vote for Change tour in October 2004, playing a series of concerts in American swing states. These concerts were organized by MoveOn.org to mobilize people to vote for John Kerry in the presidential election. Browne appeared with Bonnie Raitt and Keb' Mo', and once with Bruce Springsteen. In late 2006, Browne performed with Michael Stanley and J. D. Souther at a fundraiser for Democratic candidates in Ohio. For the 2008 Presidential Election he endorsed John Edwards for the Democratic Presidential Nomination and performed at some of Edwards' appearances.

Solo Acoustic, Vol. 1, was released in 2005 on Inside Recordings. The album consists of live recordings of eleven previously released tracks and "The Birds of St. Marks", a song that does not appear on any of Browne's studio albums. This album was nominated for a Grammy Award in 2007 in the category of Best Contemporary Folk/Americana Album.

Browne is part of the No Nukes group which is against the expansion of nuclear power. In 2007 the group recorded a music video of a new version of the Buffalo Springfield song "For What It's Worth".^[7]
^[8]

Browne's new live album, *Solo Acoustic, Vol. 2*, was released on March 4, 2008.

Browne's new studio album, "Time The Conqueror", was released in September 2008 via Inside



Jackson Browne at a campaign event for John Edwards during Edwards' presidential campaign in 2008.

Recordings, his first studio album since leaving longtime label Elektra Records in 2003.

In August 2008, Browne sued John McCain and the Republican Party for using his 1977 hit, *Running on Empty*, in an attack ad against Barack Obama without his permission.^[9]

Other charity

In 2008, Browne contributed to an album called *Songs for Tibet*, which is an initiative to support Tibet, Dalai Lama Tenzin Gyatso and to underline the human rights situation in Tibet. The album was issued on August 5 via iTunes and on August 19 in music stores around the world.^[10]

Browne also covered John Lennon's "Oh My Love" to benefit Amnesty International's campaign to alleviate the crisis in Darfur. The song appears on the album Instant Karma: The Amnesty International Campaign to Save Darfur, which was released on June 12, 2007 and features many other prominent artists performing other Lennon covers, such as Jack Johnson, U2, Avril Lavigne, Green Day, and the Black Eyed Peas.

Awards

For "promoting peace and justice through his music and his unrelenting support for that which promotes nonviolent solutions to problems both nationally and internationally", Browne received the Courage of Conscience Awards from The Peace Abbey in Sherborn, Massachusetts.^[11]

Discography

See *Jackson Browne discography*

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External links

- Official website

Retrieved from "http://en.wikipedia.org/wiki/Jackson_Browne"

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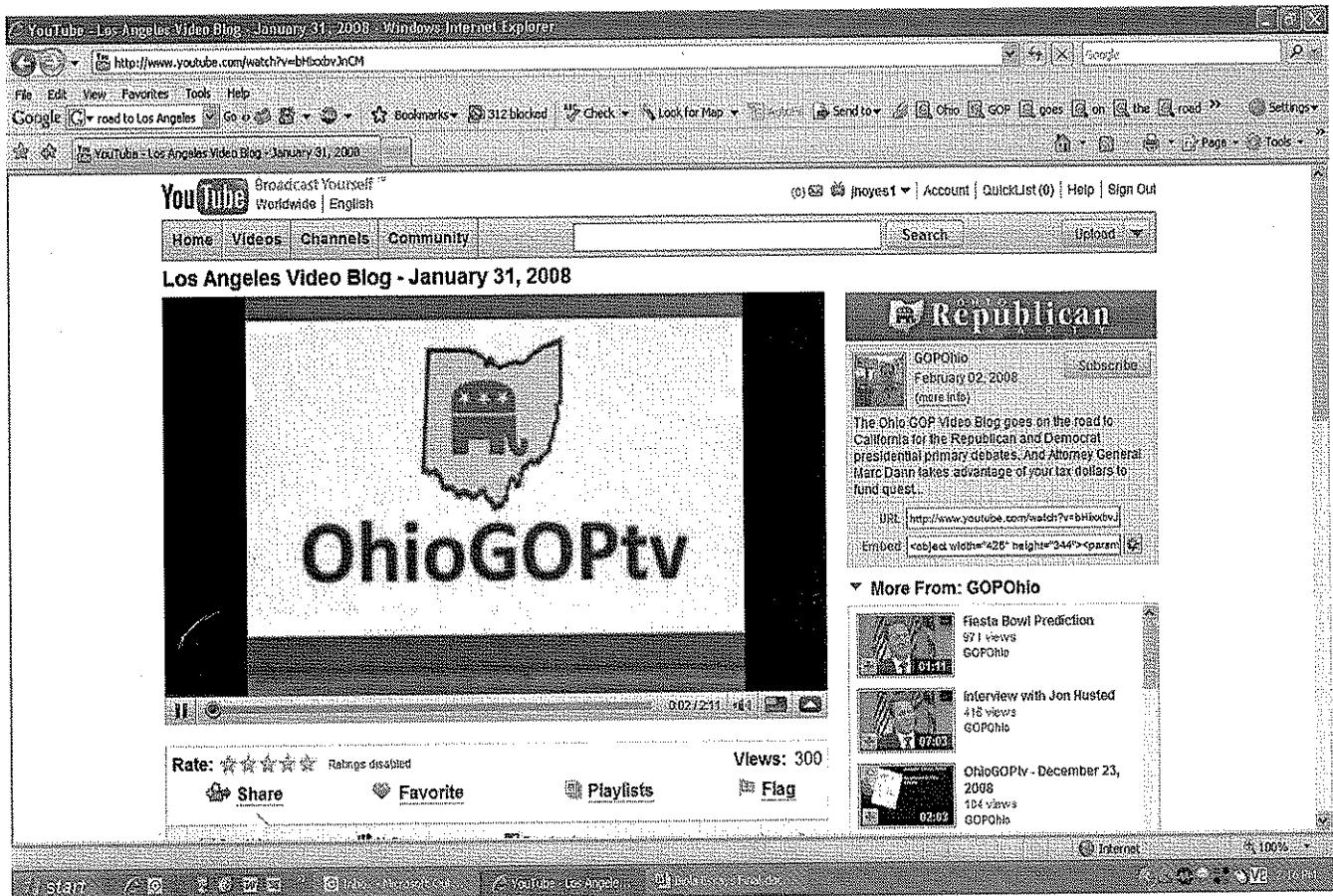


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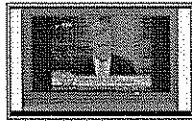
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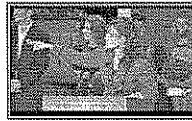
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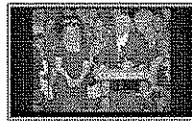
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McCain and Ohio GOP set up a way to raise money together
Posted by Stephen Koff April 29, 2008 10:12AM
John McCain, the Ohio Republican party and the Republican National Committee have established a new fund-raising committee, called "McCain Victory Ohio," Federal Election Commission filings show. The committee, filing papers on April 18, will enable the three parties to hold joint fund-raising events and split the proceeds.

"Victory" committees like this are not unique, and their mutual back-scratching helps build strong ties between the candidate and the state party. They also give big donors a chance to participate even if they've maxed out on presidential contributions.

Let's say you've already donated \$2,300 to McCain's primary campaign and \$2,300 to his general election effort. Let's also say that McCain is coming to someone's Bexley or Gates Mills home for a McCain Victory Ohio event. You can still go, but the proceeds from your check will go to the state or national party instead of McCain.

The state party can then afford get-out-the-vote efforts and other things that boost McCain's chances, and those of down-ticket Republican candidates, too. It's all perfectly legal — even under McCain-Feingold campaign finance reform.

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The easiest way would be to set up shop right outside the home of Geoffchurch and beg....it shouldn't take long....
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Posted by Jabb0 on 04/29/08 at 1:36PM
Hah! good one lennyeo!
I didn't think he would need any more money with all the money his wife has and the ability to jet set around the US on his wifes private jet, you would think he would be good on cash.
Inappropriate? [Alert us.](#) [Post a comment](#)
Posted by burningliver on 04/29/08 at 1:54PM
He must be a big spender.
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